

RESOLUTION NO. 2018 2550

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, FOR REIMBURSEMENT TO THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CRIMINAL VIOLATIONS OF THE TOWN OF SURFSIDE CODE FOR THE FISCAL YEAR PERIOD 2018/2019; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the Town of Surfside (“Town”) for reimbursement; and

WHEREAS, the Agreement attached as Exhibit “A” provides for the State Attorney to prosecute certain criminal violations of the Town of Surfside Code, where the Town has agreed to reimburse the State Attorney for costs related to such prosecutions for the period from October 1, 2018 to September 30, 2019; and

WHEREAS, the Town Commission finds that approval of the Agreement between the State Attorney and the Town is in the best interest of the Town and improves the safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement between the State Attorney and the Town to provide the services set forth therein, a copy of which is attached hereto as Exhibit “A,” is approved.

Section 3. Execution of Agreement; Authorization of Town Officials. The Town Manager is authorized to execute the Agreement on behalf of the Town, and any new agreements, renewals or extensions of the Agreement beyond the term of Fiscal Year Period 2018/2019. The Town Manager and/or his designee, Town Officials and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.


PASSED AND ADOPTED this 13th day of November, 2018.

Motion by Commissioner Karukin

Second by Commissioner Paul

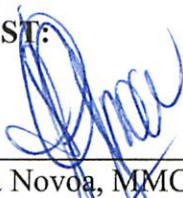
FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**AGREEMENT BETWEEN THE TOWN OF
SURFSIDE, FLORIDA AND THE STATE OF
FLORIDA, OFFICE OF THE STATE ATTORNEY
FOR THE ELEVENTH JUDICIAL CIRCUIT OF
FLORIDA TO REIMBURSE THE STATE FOR THE
COST OF STATE ATTORNEY PROSECUTION OF
CERTAIN CRIMINAL VIOLATIONS OF THE
_____ CODE**

This agreement is entered into this ____ day of _____, 2018, by and between TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation (hereinafter referred to as the “Town”) and the OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA (hereinafter referred to as “State Attorney”).

WHEREAS, the Town finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the Town’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the Town for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The Town agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2018 through September 30, 2019. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the Town to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2019, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the Town be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The Town agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the Town with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The Town shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The Town does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the Town other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI

Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the Town and is not an agent of the Town. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII

Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII

Service Charges

This agreement is contingent upon all Town funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX

Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to

employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the Town shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

TOWN OF SURFSIDE, a Florida
municipal corporation

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

By: _____
Sandra Novoa, Town Clerk, MMC

Approved as to Form and Legal Sufficiency:

By: _____
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

ATTEST

State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: _____
Don L. Horn
Chief Assistant State
Attorney For Administration